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RECORDATION REQUESTED BY:  
Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173



Doc#: 1200949007 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2012 11:02 AM Pg: 1 of 5

WHEN RECORDED MAIL TO:  
Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:  
Diamond Bank FSB  
1051 Perimeter Drive  
Schaumburg, IL 60173

## MODIFICATION OF MORTGAGE

North Star Trust Company as Successor Trustee

THIS MODIFICATION OF MORTGAGE dated November 12, 2011, is made and executed between US Bank, NA, not personally but as Trustee on behalf of US Bank, NA, FKA Firststar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323, dated May 3, 1988, whose address is 104 N. Oak Park Avenue, Oak Park, IL 60301 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 12, 2009 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage recorded December 8, 2009 in the office of Cook County Recorder as Document #0934255027.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 10 AND LOT 11 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 208.7 FEET OF THE WEST 208.7 FEET EAST OF WOLF ROAD OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AFORESAID) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 23 E. North Avenue, Northlake, IL 60164. The Real Property tax identification number is 15-05-105-010 and 15-05-105-011.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

### RECITALS:

A. Lender made a loan (the "Loan") to Borrower in the principal amount of \$75,000.00, as evidenced by a Promissory Note dated November 12, 2009, in the principal amount of the Loan made payable by Borrower to the order of Lender ("Original Note"). Pursuant to the terms of a Business Loan Agreement dated November 12, 2010, the Loan was renewed and in evidence thereof the Original Note was replaced by that certain Promissory Note dated November 12, 2010 in the original principal amount of \$75,000.00 ("1st Renewal Note").

ACCOMMODATION

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PRECISION TITLE

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## MODIFICATION OF MORTGAGE (Continued)

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B. The 1st Renewal Note is secured by, among other instruments, (i) that certain Mortgage described above (the "Mortgage") on the real property commonly known as 23 E. North Avenue, Northlake, IL 60164 (the "Property"), (ii) that certain Assignment of Rents dated November 12, 2009, recorded December 8, 2009 in the office of Cook County Recorder as Document No. 0934255028 (the "Assignment of Rents") on the Property. The Business Loan Agreement, the 1st Renewal Note, the Mortgage, the Assignment of Rents, the Commercial Security Agreement and any and all other documents evidencing, securing and/or guarantying the Loan, in their original form and as amended from time to time, are collectively referred to herein as the "Loan Documents".

C. The current outstanding 1st Renewal Note principal balance is \$65,076.01 with authorized advances up to an aggregate limit of \$75,000.00.

D. The 1st Renewal Note matured on November 12, 2011. The Borrower has requested that Lender extend the maturity date of the 1st Renewal Note until February 12, 2012 and Lender is willing to extend the maturity date until February 12, 2012, on the terms and conditions set forth hereinafter.

### **AGREEMENTS:**

**NOW, THEREFORE**, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender and Borrower to modify the Loan Documents, as provided herein, (iii) Borrower's agreement to pay all of Lender's fees and costs in connection with this Agreement, (iv) the covenants and agreements contained herein, and (v) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Extension of the Maturity Date.**

(a) The Maturity Date for the Loan is hereby amended and extended from November 12, 2011 to February 12, 2012. All references in any and all Loan Documents to "Maturity Date" or words of similar import shall now mean February 12, 2012.

(b) The terms "Event of Default" and "Default" under the Loan Documents shall include Grantor, Borrower or any other party failing to comply with or perform any term, obligation, covenant or condition contained in any Loan Document, including this Agreement, or in any other agreement between Grantor and/or Borrower and Lender, and between Guarantor (if any) and Lender. A default under any Loan Document, including this Agreement, shall, at the option of Lender, constitute a default under all other Loan Documents.

**2. Renewal Note.** Contemporaneously with the execution of this Agreement a promissory note of even date herewith shall be executed by Borrower (the "2nd Renewal Note") in the principal amount of \$75,000.00, having a maturity date of February 12, 2012. The 2nd Renewal Note shall restate and replace the 1st Renewal Note and is not a repayment or novation of the 1st Renewal Note or of the Original Note. All references in any and all Loan Documents to the "Note" shall now include the 2nd Renewal Note. Notwithstanding any other provision contained in the Loan Documents, the interest rate and principal and interest payments applicable to the Loan shall be as set forth in the 2nd Renewal Note. All references to the "Note" made in the paragraph of this Agreement designated "**Continuing Validity**" shall include the 2nd Renewal Note.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification,

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## MODIFICATION OF MORTGAGE (Continued)

then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 12, 2011.**


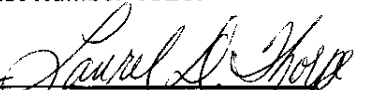
GRANTOR:

**North Star Trust Company as Successor Trustee**

US BANK, NA, FKA FIRSTAR BANK OF ILLINOIS, FKA FIRST COLONIAL TRUST COMPANY, SUCCESSORS TO COLONIAL BANK AND TRUST COMPANY OF CHICAGO, TRUST NUMBER 1323


**North Star Trust Company as Successor Trustee**

US BANK, NA, not personally but as Trustee under that certain trust agreement dated 05-03-1988 and known as US Bank, NA, FKA Firstar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323.

By:    
Trust Officers **Juanita Chandler and Laurel Thorpe**

LENDER:

**DIAMOND BANK FSB**

X   
Authorized Officer

This Document is signed by NORTH STAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 1323. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held hereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the validity or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

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## MODIFICATION OF MORTGAGE (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois

North Star Trust Company as Successor Trustee

COUNTY OF Cook

)  
) ss **Juanita Chandler**  
) and

On this 20th day of December, 2011

**Laurel Thomas** before me, the undersigned Notary Public, personally appeared Trust Officer, \*\*

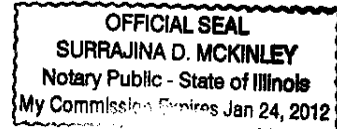
of US Bank, NA, Trustee of US Bank, NA, FKA Firststar Bank of Illinois, FKA First Colonial Trust Company, Successors to Colonial Bank and Trust Company of Chicago, Trust Number 1323, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *Surrajina D. McKinley*

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



Cook County Clerk's Office

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## MODIFICATION OF MORTGAGE (Continued)

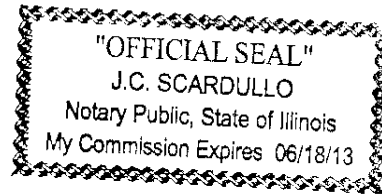
### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF Will )

On this 20<sup>th</sup> day of December, 2011 before me, the undersigned Notary Public, personally appeared Jeff Teague and known to me to be the SVP, authorized agent for **Diamond Bank FSB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Diamond Bank FSB**, duly authorized by **Diamond Bank FSB** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Diamond Bank FSB**.

By J.C. Scardullo Residing at Diamond Bank  
 Notary Public in and for the State of IL

My commission expires 6/18/13



PROPERTY OF COOK COUNTY CLERK'S OFFICE